#### Docket No. 2022-57-T

### Application All My Sons of Myrtle Beach, LLC for a Class E Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier

### **APPLICANT'S PROPOSED HEARING EXHIBITS**

- 1 Amended Application (filed 05/12/22)
- 2 Affidavit of Shipper Witness Deja M. Barnett (filed 04-12-22)
- 3 PSC Order #2022-33-H Granting Shipper Witness Testimony by Affidavit
- 4 Pre-Filed Testimony of Joseph M. Grzybowski (filed 04-14-22)

Exhibit A – Resume

**Exhibit B – Motor Carrier Report for All My Sons Moving and Storage** 

- 5 Second Corrected Revised Tariff (filed 05/10/22)
- 6 Bill of Lading (filed 05/03/22)
- 7 Request to Utilize Electronic Bill of Lading (filed 05/12/22)
- **8 14 Photos**

# **EXHIBIT #1**

Other:

#### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

101 Executive Center Drive, Suite 100Columbia, South Carolina 29210

Phone: (803) 896-5100

FAX: (803) 896-5199

# APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Select Class: (Check one)	Date:	1-19-2022
E (HHG) - Household Goods		
☐ E (HAZ) - Hazardous Material		
IMPORTANT! If application is to amend scope of author	ority, a current annual i	report must be on file with the Commission
before application will be accepted. If application is for a N	NEW CERTIFICATE, d	o not submit annual report.
Check one:		
☐ Amended Scope of Authority		
Current Scope: (list counties)		
Amended Scope: (list counties)		
. All My Sons	of Myrtle Beach, LL0	
Name under which business is to be conducted (corporati	on, partnership, or sole	proprietorship, with or without trade name.)
1261 0: 11 11 4	14 d D d 00	
	ve., Myrtle Beach, So	29577
	<u>-</u>	005
Z400 Old Mill F Mailing Address of Applic	Rd., Carrollton, TX 75	
•	cam (it afficient from si	•
469-461-5000 Phone		888-486-5298
		FAX
	ce@allmysons.com	
H.r	nail Address	

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

	ect Entity Type: (Chec Individual Owner/So	·	
		mes and address of all person having an interest in the business.	
	_	mes and addresses of two principal officers.	
	- Limited Liability Co	•	
Chri	is Generale - President	- 2400 Old Mill Rd., Carrollton, TX 75007	
Nick	Bouras - CFO - 2400	Old Mill Rd., Carroliton, TX 75007	
4 Ta a	annliaant aantified to	muovido intugatota turmomentation of household and in the control of	
_	Yes	provide intrastate transportation of household goods in another state: (Check one.  No	) nd or
	f yes, attach a letter fro egulations of said state	m the regulatory agency in the state(s) stating applicant is in compliance with the rules an agency.	nd
by 1		icted of operating with no intrastate household goods authority or failure to abide ons pertaining to the intrastate transportation of household goods in this state or an	ıy
(	) Yes	No	
Ij	f yes, list dates and nat	ure of convictions below.	
-			
	applicant ever had a other state? ( Check of	certificate authorizing the transportation of household goods revoked in this state one.)	or
	O Yes	<ul><li>No</li></ul>	
	If yes, list dates and no	ture of revocations below.	
	80.0.0000		

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

#### Financial Statement

Applicant's assets and liabilities are as follows:

Assets:		<u>Liabilities:</u>
Value of Real Estate	0 *	Mortgage/Loan on Real Estate 0
Value of Motor Vehicles	0 *	Loans Owed on Motor Vehicles 0
Cash on Hand	0	Business/Other Loans Owed 0
Cash in Bank	100,000.00	Other Liabilities or Debts 0
Value of Other Assets and Equipment	25,000.00	Total Liabilities 0
Total Assets	125,000.00	

<sup>\*</sup> All Long Term Leases

#### **INSTRUCTIONS:**

- 1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
- 2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
- "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
- 4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
- 5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
- "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
- 7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
- 8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
- "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate
  knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills
  such as electricity bills, security system costs, insurance, salaries, etc.

### PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and	Charges (List only ma	ximum charges per mi	le or trip, and/or hourly	y rate):
Attaching tariff.				
COMMO	DITIES TO BE TI	RANSPORTED A	ND AREA(S) TO	BE SERVED
	Transported: (Check or			
⊠ Household G	oods, as defined in R1	03-210(1)		
☐ Hazardous W	/astes, as defined in R1	03-210(2)		
Demostral Company	A with a rite of Charle all a	counties in which you o	ra radijectina narmissi	on to operate
You will only be all	Authority: Check all clowed to operate in tho	se counties checked be	low. You may request	
authority if you inte	end to operate in all cou	inties in South Carolina	a.	
Abbeville	Cherokee	Florence	Lee	Saluda
Aiken	Chester	Georgetown	Lexington	Spartanburg
Allendale	Chesterfield	Greenville	Marion	Sumter
Anderson	Clarendon	Greenwood	Marlboro	Union
Bamberg	Colleton	Hampton	McCormick	Williamsburg
Barnwell	Darlington	Horry	Newberry	York
Beaufort	Dillon	Jasper	Oconee	
Berkeley	Dorchester	Kershaw	Orangeburg	Statewide
Calhoun	Edgefield	Lancaster	Pickens	

Laurens

Fairfield

Charleston

Richland

## DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
Freightliner	2015 M2 106	1FVACWDT6FHGD6146	17,980 LBS
			1
			- Agrico
			<del></del>
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· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
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· ·			

#### INSURANCE QUOTE

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 50	00,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 7	50,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$	2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$	5,000

#### NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state. sc.us/self-insurance. 6 of 10



#### **CERTIFICATE OF LIABILITY INSURANCE**

Ą	CORD C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYYY) 2/1/2022
B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INSEPRESENTATIVE OR PRODUCER, A	IVEL SURA ND T	Y OF NCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITUTE ERTIFICATE HOLDER.	EXTE TE A (	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED ( HE ISSUING INSURER	TE HOI BY THE K(S), AU	LDER. THIS E POLICIES JTHORIZED
If	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjection in the subjection of the subjection of the subject of t	t to t	he te	rms and conditions of th	ne polic uch en	cy, certain po dorsement(s	olicies may			
	DUCER	0		la -	CONTA NAME:	Cynay Scr	nindler			
	hur J. Gallagher Risk Management 444 Powerscourt Drive, Suite 500	Sen	/ICes	, Inc.	PHONE (A/C, No	o, Ext): 314.80	0.2214	FAX (A/C, No)		
	int Louis MO 63131				I E MAN	ss: cyndy_st				
						INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: Hanover	Insurance Co	отрапу		22292
INSU				RVNDHOL-01	INSURE	RB: Arch Ins	urance Comp	any		11150
All	My Sons of Myrtle Beach LLC 31 Stockholder Avenue				INSURE	R c : Gemini I	nsurance Co	mpany		10833
	aboard Industrial Park							Surplus Lines Co		29696
	rtle Beach SC 29577				INSURE			-		
					INSURE					
CO	VERAGES CEF	RTIFIC	CATE	E NUMBER: 815512203				REVISION NUMBER:		•
IN C E	HIS IS TO CERTIFY THAT THE POLICIE: IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER1 POLI	REME TAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		PÓLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	T\$	
В	X COMMERCIAL GENERAL LIABILITY	Y	Y	41GPP1051500		4/30/2021	4/30/2022	EACH OCCURRENCE	\$ 1,000	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	000
								MED EXP (Any one person)	\$ 10,00	00
								PERSONAL & ADV INJURY	\$ 1,000	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						1	GENERAL AGGREGATE	\$ 2,000	0.000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		<u> </u>
В	AUTOMOBILE LIABILITY	Y	Y	41CAB1051600		4/30/2021	4/30/2022	COMBINED SINGLE LIMIT	\$ 1,000	0,000
	X ANY AUTO							(Ea accident)  BODILY INJURY (Per person)	s	
	OWNED SCHEDULED							BODILY INJURY (Per accident	1	-
	X HIRED X AUTOS NON-OWNED							PROPERTY DAMAGE	s	- "
	AUTOS ONLY AUTOS ONLY		ĺ			ļ.		(Per accident)	s	
_	X UMBRELLA LIAB X OCCUR	Y	Y	C\/E400254204		4/20/2024	4/20/2022		1	
C	H CCCCK	1	Ι΄.	GVE100254201 ZUP-71N39174-21-NF		4/30/2021 4/30/2021	4/30/2022 4/30/2022	EACH OCCURRENCE	\$ 5,000	0,000
	CDAIMO-MADE	4						AGGREGATE	\$	
В	DED RETENTION \$	-	Y	4414/014054400			4/20/2000	V IPER I LOTH.	\$	
•	AND EMPLOYERS' LIABILITY Y/N		'	41WCI1051400		4/30/2021	4/30/2022	X PER OTH-	<del> </del>	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 1,000	0,000
	(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE	1	0,000
<u> </u>	DÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	1	0,000
A	Cargo Legal Liability			IHK D129149		4/30/2021	4/30/2022	Any One Vehicle Each Occurrence	\$250 \$500	
_		1								
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORE	0 101, Additional Remarks Schedu	ile, may b	e attached if mor	e space le requir	ed)		
CF	RTIFICATE HOLDER				CAN	CELLATION				
					77.1					
					THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE ( EREOF, NOTICE WILL EY PROVISIONS.		
	For Information Purposes					RIZED REPRESE	NTATIVE			

## Exhibit Fit, Willing, and Able (FWA)

_				All My Sons of	Myri Vame		LC
1.	Does	s Applicant have	a Safety Ratin	g from the U.S.	D.O.	Т.?	
	0	Yes	O No	and provide cop		Pending	(Submit when received.)
		O Satisfactory	•	Conditional	y.	O Un	satisfactory
2.		e any of Applican past twelve (12) m		vehicles been pla	iced	out of serv	ice" by Transport Police safety officers in
	0	Yes	<ul><li>No</li></ul>				
3.		there currently an Yes	y outstanding  • No	judgment(s) aga	ainst	the Applica	nt?
	If "Y	es", list judgeme	nts here:				
4.	laws	oplicant familiar v that govern for-h mpliance with the	ire motor carr	ier operations in	s, in Sou	cluding safe th Carolina,	ty regulations and workers' compensation and does Applicant agree to operate
	•	Yes	O No				
5.							the insurance premium costs associated ng current insurance premiums.)
	•	Yes	O No				

● USDOT Number ○ MC/MX Number	○ Name
Enter Value: 3782266	
Search	

### Company Snapshot

ALL MY SONS OF MYRTLE BEACH LLC

USDOT Number: 3782266

#### ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's <a href="DataQs">DataQs</a> system.

Other Information for this Carrier

- SMS Results
- Licensing & Insurance

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help.

The information below reflects the content of the FMCSA management information systems as of 05/05/2022, Carrier VMT Outdated.

To find out if this entity has a pending insurance cancellation, please click here.

Entity Type:	CARRIER			
Operating Status:			Out of Service Date:	None
Legal Name:		BEACH LLC		
DBA Name:				
Physical Address:	1361 STOCKHOLDER AVE MYRTLE BEACH, SC 2957	7		
Phone:	(469) 461-5000			
Mailing Address:	2400 OLD MILL RD CARROLLTON, TX 75007-	5900		
<b>USDOT Number:</b>	3782266		State Carrier ID Number:	
MC/MX/FF Number(s):	MC-1354412		DUNS Number:	
Power Units:	2		Drivers:	2
MCS-150 Form Date:	12/14/2021		MCS-150 Mileage (Year):	
Operation Classification:				
Carrier Operation:	Private(Property) Priv. Pass. (Business)	Migrant U.S. Mail Fed. Gov	Indian Nat	IOII
Carner Operation:				
	x Interstate	Intrastate (HM)	Only Intrastate ( (Non-HM)	Only
Cargo Carried:				
x (	General Freight	Liquids/Gas	es Chemic	als
×	Household Goods	Intermodal (	Cont. Commo	dities Dry Bulk
	Metal: sheets, coils,	Passengers	0	rated Food
	olls Viotor Vehicles	Oilfield Equipment	Bevera	
	Orive/Tow away	Livestock	Paper F Utilities	Products
i l	Logs, Poles, Beams, Lumber	Grain, Feed	, Hay Agricult	ural/Farm
	Building Materials	Meat	Supplie	
t				
	Mobile Homes			
!	Machinery, Large Dbjects Fresh Produce	Garbage/Re US Mail	vvalor v	voil

#### 5/6/22, 12:41 PM

#### ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

#### US Inspection results for 24 months prior to: 05/05/2022

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

		Inspections:		
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 03/25/2022*	21.26%	5.9%	4.44%	N/A

<sup>\*</sup>OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

#### Crashes reported to FMCSA by states for 24 months prior to: 05/05/2022

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

		Crashes:		
Туре	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

#### ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

#### Canadian Inspection results for 24 months prior to: 05/05/2022

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to Inspections Help for further information.

	Inspections:	
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

#### Crashes results for 24 months prior to: 05/05/2022

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Injury	Tow	Tota
Crashes	0	0	0	0

#### ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 05/05/2022

#### **Review Information:**

Rating Date:	None	Review Date:	None
Rating:	None	Туре:	None

5/6/22, 12:41 PM

### SAFER Web - Company Snapshot ALL MY SONS OF MYRTLE BEACH LLC

SAFER Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plug-ins

Federal Motor Çarrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts

#### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA 101 EXECUTIVE CENTER DRIVE, SUITE 100 COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the email address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc. gov to create a My DMS account.

The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Applicant's Signature

President

Title of Applicant (e.g. President, Owner, etc.)

Texas state of <del>south carolina</del>

COUNTY OF Denton

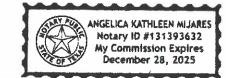
SWORN TO BEFORE ME

This \_\_\_\_ day of

2022

Notary Public

Commission Expires December 28 2025



Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

# All My Sons of Myrtle Beach, LLC Applicant's Name

#### **Safety Certification**

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

- 1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
- 2. Can produce a copy of the FMCSR and the HM regulations;
- 3. Has in place a driver safety/orientation program;
- 4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
- 5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
- 6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

Yes

Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

Yes

O Not Applicable

I, <u>Chris Generale</u>, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME

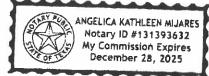
This day of

ay , 20 22

Notary Public

Commission Expires December 28, 2025

Applicant's Signature



**Print Application** 

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:59 PM 11/30/2021
FILED 02:59 PM 11/30/2021
SR 20213928750 - File Number 6434792

# CERTIFICATE OF FORMATION OF ALL MY SONS OF MYRTLE BEACH, LLC

THIS CERTIFICATE OF FORMATION of All My Sons of Myrtle Beach, LLC (the "LLC"), dated November 30, 2021, is being duly executed and filed by Mary Elizabeth M. Browder, Esquire, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 <u>Del. C.</u> \$18-101, et seq.) (the "Act").

FIRST The name of the limited liability company formed hereby is All My Sons of Myrtle Beach, LLC.

SECOND The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive, County of New Castle, in the City of Wilmington, DE 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Mary Elizabeth M. Browder

Mary Elizabeth M. Browder, Esquire Authorized Person

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "ALL MY SONS OF MYRTLE BEACH, LLC" IS

DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS

OFFICE SHOW, AS OF THE TENTH DAY OF DECEMBER, A.D. 2021.

at soro del avare gov/aut

6434792 8300 SR# 20214051118 Authentication: 204939434

Date: 12-10-21

# The State of South Carolina



# Office of Secretary of State Mark Hammond

### **Certificate of Authority**

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

All My Sons of Myrtle Beach, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on December 10th, 2021, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 27th day of January, 2022.

Mark Hammond, Secretary of State

#### **AMS TARIFF NO. 1**

All My Sons of Myrtle Beach, LLC

# JOINT AND LOCAL RATES APPLYING ON

**HOUSEHOLD GOODS** 

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA HOUSEHOLD GOODS TARIFF

**EFFECTIVE DATE:** 

ISSUED BY: All My Sons of Myrtle Beach, LLC

# All My Sons of Myrtle Beach, LLC AMS TARIFF NO. 1

### **Table of Contents**

I.	Packing/Moving/Labor Rates	
	A. October 1 through March 15 (Off-Peak) 1. Monday through Thursday 2. Friday through Sunday	
	B. March 16 through September 30 (Peak) 1. Monday through Thursday	<b></b> 1
	Notes	2
II.	Fuel Surcharge	2
III.	Packing Containers (Material Prices)	
TX7		
IV.	Bulky Items	•••••
V.	Billing/Other	
VI.	Rules and Regulations	
	A. Claims	
	B. Computing Charges	
	C. Governing Authorities	2
	D. Items of Particular Value	2
	E. Bill of Lading, Contract Terms and Conditions	4-5
	NOTICE – Limitation of Liability on Pressboard, Particle Board and/or Engineered Wood Furniture	
	<ul> <li>Option 1</li> <li>Option 2</li> <li>Option 3</li> </ul>	
	Selection of Option 1, 2, or 3 and Date	
	Customer Checklist	
	Contract Terms and Conditions of Uniform Household	9

### All My Sons of Myrtle Beach, LLC

# I. <u>Packing/Moving/Labor Rates</u>:(Hourly rate will begin at arrival at origin until loading complete, then resume at arrival at destination until crew completed.)

#### A. October 1 through March 15 (Off Peak)

#### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

#### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### B. March 16 through September 30 (Peak)

#### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

#### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### **Notes:**

- 1. \$50 charge per additional man.
- 2. \$50 charge per additional van.
- 3. 2-hour labor minimum on all weekday moves.
- 4. 3-hour labor minimum on off peak and peak weekends and holidays.
- 5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
- 6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by dividing the actual mileage traveled (miles from warehouse to origin to destination and back to warehouse) by 50 and multiplying by applicable hourly rate. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
- 7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
- 8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
- 9 For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
- 10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
- 11. Overnight truck storage fee is \$250, per truck, per day.

#### II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

#### III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$25.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50	Paper Pads	\$4.50
Carpet Shield (per roll)	\$100.00		

#### IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

#### V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

#### VI. Rules and Regulations

#### A. Claims

- 1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
- 2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
- 3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

#### **B.** Computing Charges

- 1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
- 2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

#### **C.** Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

#### D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

#### E. Bill of Lading, Contract Terms and Conditions

- 1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
- 2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



### **NOTICE**

#### LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- Option 1- I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- Option 2- I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- Option 3- I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

#### SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee:	Date:
simpper, evider, or consignee.	Date.



### **Customer Checklist**

## \*\*\* Customer Please Read Carefully, This for your Protection!\*\*\*

Cu	stomer Signature:Date:
	hereon to be not exceeding 60 cents per pound per article. Initial:
	declared value of the property is hereby specifically stated by the customer and confirmed by their initials
9.	<u>Valuation:</u> The customer is required to declare in writing the releases value of the property. The agreed or
	billing. We accept Cash and Major Credit and Debit Cards: Initial:
8.	Payment: All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post
	all responsibility for any piece, and any damage which may occur. Initial:
	area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts
7.	Walls, Banisters, floors, ceiling, etc: While attempting to move any furniture or other items into or out of any
	Initial:
	primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.
6.	Firearms/Chemicals: We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder
	this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. <b>Initial:</b>
	crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide
5.	Electronics: All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes of
_	Procedures. Initial:
	<u>items.</u> Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and
4.	Appliances: All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical
	Initial:
	<u>family heirlooms on the moving truck.</u> Please carry these items with you to protect their value.
3.	<u>Valuables:</u> <u>Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable</u>
	<u>claim</u> as we did not pack theses items & are unaware of their existing condition. <b>Initial:</b>
2.	Packed By Owner or "PBO": Damages incurred to "PBO" items can not be compensated in the event of a
	with your driver to make sure everything is out prior to truck leaving job. Initial:
	It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room

#### THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

#### UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

SHIPPER						CONSIGNEE				
COMPANY						ADDRESS				
STREET ADDRESS						CITY & STATE				
CITY & STATE						NOTIFY IN CASE OF DELAY CHARGES				
TELEPHONE						NAME				
						ADDRESS				
						TELEPHONE				
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# CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

#### **NOTICE**

# LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.

creating substantial, irreparable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.
[ ] Option 1 I/we choose to disassemble and reassemble all pressboard, particleboard, and /o engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.
[ ] Option 2 I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).
[ ] Option 3 I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.
SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.
NAME OF SHIPPER, OWNER OR CONSIGNEE DATE
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

# **EXHIBIT #2**

#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**DOCKET NO.: 2022-57-T** 

IN RE:

Application of All My Sons of Myrtle Beach, LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier

AFFIDAVIT OF DEJA M. BARNETT IN SUPPORT OF APPLICANT

Being duly deposed and sworn, Affiant states:

- 1. My name is Deja M. Barnett, and my business address is 3294 Ashley Phosphate Road, Suite 1-E, North Charleston, SC 29418. I am a Sales Representative with Exit Realty Lowcountry Group, LLC. Our webpage is: https://exitrealty.com. Exit Realty is a franchise and has an office as well at 550 Forestbrook Road, Suite 300, Myrtle Beach, SC 29579.
- 2. I am providing this Affidavit in support of the application of All My Sons of Myrtle Beach, LLC for a Class E Certificate of Public Convenience and Necessity with statewide authority to move household goods to points and places throughout the State of South Carolina.
- 3. I graduated from Summerville High School and attended Trident Technical College in North Charleston, SC, where I studied accounting. I am 33 years of age and have been a residential realtor for three years with Exit Realty.
- 4. As an established realtor, I am current on the population and economic trends taking place across South Carolina. They have shown very steady growth over the last three years. My business was good in 2020, 2021, and thus far in 2022.

- In the course of my work, I recommend household goods movers to sellers and buyers, especially near the end of each month when many closings take place. I have found that there is clearly a need for additional movers in South Carolina.
- 6. Based on my knowledge of the need for household goods movers in South Carolina, I believe the public interest would be served by granting a Certificate of Public Convenience and Necessity to the Applicant.

Sworn to and subscribed to me Rhola Incoh
This 8th day of April , 2022
Notary Public of South Carolina

My Commission Expires: 09/28/2026

RHONDA LINCOLN Notary Public-State of South Carolina My Commission Expires September 28, 2026

#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**DOCKET NO.: 2022-57-T** 

IN RE:

Application of All My Sons of Myrtle Beach, LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier

CERTIFICATE OF SERVICE

This is to certify that I, David Popowski, have caused to be electronically served this day a copy of the Affidavit of Deja M. Barnett in support of the Application of My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier as follows:

Christopher M. Huber, Esq.

Office of Regulatory Staff Email: chuber@ors.sc.gov

s/David Popowski

David Popowski Popowski Law Firm, LLC 171 Church Street, Suite 110 P.O. Box 1064 Charleston, SC 29402

Phone: (843) 722-8301 Facsimile: (843) 722-8309 david@popowskilaw.com Attorney for the Applicant

April 12, 2022 Charleston, South Carolina

# **EXHIBIT #3**

#### **PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

#### CHIEF HEARING OFFICER DIRECTIVE

**DOCKET NO. 2022-57-T** 

ORDER NO. 2022-33-H

April 14, 2022

**Chief Hearing Officer: David Butler** 

**DOCKET DESCRIPTION:** 

Application of All My Sons of Myrtle Beach, LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier

**MATTER UNDER CONSIDERATION:** 

Motion For Permission to Present Shipper Witness Testimony by Affidavit

STANDING HEARING OFFICER'S ACTION:

All My Sons of Myrtle Beach, LLC moves to present the testimony of its shipper witness by affidavit. Applicant submits that allowing it to present the testimony of its "shipper witness" by affidavit is in the interests of judicial economy. The Chief Hearing Officer agrees. Therefore, the motion is granted.

## **EXHIBIT #4**

Docket No. 2022-57-T, Application of All My Sons of Myrtle Beach, LLC for a Class E Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

#### Testimony of Joseph M. Grzybowski, Operations Manager of Applicant

#### 1. Please state your full name and business address for the record:

#### Answer:

Joseph M. Grzybowski Operations Manager All My Sons of Myrtle Beach, LLC 1361 Stockholder Avenue Myrtle Beach, SC 29577

#### 2. Can you tell me your age and background?

**Answer:** I am 36 years of age and attached as Exhibit A is my Biographical Information.

3. Can you provide the corporate structure of the Applicant.

**Answer:** Applicant is owned by AMS Group Holdco, LLC ("AMS Group"), a Delaware limited liability company that owns and operates approximately 69 separate All My Sons entities in 28 states<sup>1</sup> through its subsidiary All My Sons Business Development, LLC located at 2400 Old Mill Road, Carrollton, TX 75007.

4. Do you have any sister companies that currently operate in South Carolina and hold Certificates from the Commission.

**Answer:** Yes, as follows:

A. PSC Docket No.: 2004-245-T PSC Order No.: 2017-572 PSC/ORS Certificate No.: 9750-A

Moving With Moxie, LLC, dba All My Sons Moving & Storage of Hilton Head, 102 Bluffton Road, Bluffton, SC 29910

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

<sup>&</sup>lt;sup>1</sup>GA, TX, LA, AL, FL, ID, CO, SC, NC, IL, OH, CT, NE, TN, OK, KY, IN, MO, NV, AR, MD, PA, VA, MA, AZ, OR, RI, and UT.

B. PSC Docket No.: 2006-241-T PSC Order No.: 2017-571 PSC/ORS Certificate No.: 9715-G

All My Sons Moving & Storage of Greenville, LLC, 1102 Old Stage Road, Simpsonville,

SC 29681

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

C. PSC Docket No.: 2012-105-T PSC Order No.: 2017-573 PSC/ORS Certificate No.: 9792-B

All My Sons Moving & Storage of Charleston, LLC, 3749 Ashley Phosphate Blvd.,

North Charleston, SC 29418

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

D. PSC Docket No. 2018-40-T PSC Order No. 2018-317 PSC/ORS Certificate No. 9847

All My Sons of Charlotte South, LLC

629 Stallings Road Matthews, NC 28104

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

E. SC Docket No. 2020-37-T PSC Order No. 2020-328

PSC/ORS Certificate No. 9873

All My Sons of Columbia, LLC

1424 Bluff Road

Columbia, SC 29201

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

F. SC Docket No. 202-264-T

PSC Order No. 2021-730

PSC/ORS Certificate No. 9891

Bournias, LL DBA All My Sons Moving & Storage

6901-B Northpark Boulevard

Charlotte, N.C. 28216

(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

5. Have any formal complaints been filed, fines levied, or actions taken for any type of non-compliance against Applicant by any State or Federal regulatory agencies in the areas of transportation or regulated moving services?

Answer: No.

#### 6. Why is Applicant seeking this authority?

**Answer:** Applicant is based in Myrtle Beach, South Carolina. We receive inquiries for our services primarily by telephone and our website - https://www.allmysons.com/. Our advertising is entirely web-based. We constantly turn down customer requests for services between points in South Carolina.

7. Does Applicant hold interstate authority to transport household goods between points in the United States?

**Answer:** Yes, we are assigned USDOT No. 3782266 by the United States Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), and we hold a license or authority designated as MC (Motor Carrier) No. 01354412 from the FMCSA to transport household goods between points in the United States. Attached as Exhibit B is the Motor Carrier Details for us from the FMCSA online Licensing and Insurance section.

8. That is all the questions that I have for you. Do you have anything else you would like to add for the record or does this conclude your testimony?

**Answer:** No, this concludes my testimony.

#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**DOCKET NO.: 2022-57-T** 

IN RE:

Application of All My Sons of Myrtle Beach, LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

CERTIFICATE OF SERVICE

This is to certify that I, David Popowski, have caused to be electronically served this day a copy of the Pre-filed Testimony of Joseph M. Grzybowski in support of the Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier as follows:

Christopher M. Huber, Esq.

Office of Regulatory Staff Email: chuber@ors.sc.gov

s/David Popowski

David Popowski Popowski Law Firm, LLC 171 Church Street, Suite 110 P.O. Box 1064 Charleston, SC 29402

Phone: (843) 722-8301

Facsimile: (843) 722-8309 david@popowskilaw.com Attorney for the Applicant

April 14, 2022 Charleston, South Carolina

## **EXHIBIT A**

#### Joseph Grzybowski

#### **Operations Manager**

Myrtle Beach, SC 29577 joegrzybowski91@gmail.com 3024653628

Authorized to work in the US for any employer

#### Work Experience

#### **Operations Manager**

All My Sons Business Development December 2021 to Present

Opening new location. Overseeing construction, designing, hiring/training, and every other aspect of new site launch.

#### **General Manager**

All My Sons Moving & Storage - Charleston, SC March 2018 to Present

Direct and manage inside and outside sales, distribution and Operations in Charleston area. Manage P & L , advertising and marketing, recruitment and development.

#### **General Manager**

Lomax Carpet & Tile Mart - Montgomeryville, PA July 2012 to May 2018

Direct and supervise employees in sales, warehouse, administrative, and installation departments.

Provide world class customer service and handle client inquiries and complaints.

Estimate consumer demand and determine the types and amounts of goods to be ordered / sold.

Formulate pricing policies for merchandise, according to profitability requirements.

Hire, train, and evaluate personnel, promoting or holding accountable workers when appropriate. Confer with company executives to develop methods and procedures to increase customer satisfaction, sales and promote business.

Hold weekly sales meetings with staff to go over new products and sales goals.

#### Education

#### Some college

#### Skills

- Sales and marketing (8 years)
- Customer Relationship Management (10+ years)
- Judgement and decision making (10+ years)

- Problem Resolution (10+ years)
- P&L
- Business Development
- Sales Management
- Management
- Warehouse Supervisor Experience

#### Certifications and Licenses

#### **Retail Sales Academy**

July 2017 to Present

Retail sales training seminars with testing online

#### **Armstrong Elite Retail Certification**

October 2017 to Present

Retail training program made available by manufacturer to learn of all their products in order to better serve the customer.

#### Additional Information

Goal oriented manager dedicated to high levels of customer satisfaction and meeting aggressive business goals. Determined and dedicated with 8 years experience in sales/management. I would very much like the opportunity to discuss the possibility of joining your team.

## **EXHIBIT B**

Choose Menu Option

#### **Motor Carrier Details**

US DOT:	3782	266			Docket Number	•	MC013	354412		
Legal Name:	ALL N	MY SONS OF	MYRTLE BEA	CH LLC						
Doing-Business-A Name:	\s			The Total of the Control of the Cont		2000				
Busines	s Addres	ss	Busi Telephone	ness e and Fax	Mai	l Address		Mail Telephone an	nd Fax	Undeliverable Mail
1361 STOCK MYRTLE BEA			46946	15000	2400 C CARROLLTO	OLD MILL RD ON TX 75007				NO
	Authori	ty Type			Authority Stat	us		Appli	cation Pe	nding
	Com	mon		ACTIVE NONE				NO NO		
	Cont	ract								
	Bro	ker			NONE				МО	
Proper	ty		Passenger		Household Go	ods		Private		Enterprise
. NO			NO		YES			NO		NO
	Insuran	се Туре			Insurance Requ	ired		Insu	ırance on	File
	BIF	PD		\$750,000			\$2,000,000			
	Car	go		YES			YES			
	Во	nd	AND DESCRIPTION OF STREET, STR		NO			NO		

BOC-3: YES

Blanket Company:

#1 A+ AGENTS OF PROCESS INC.

Web Site Content and BOC-3 Information Clarification

Active/Pending Insurance Rejected Insurance

**Pending Application** Insurance History **Authority History** 

Revocation

April 13, 2022



FMCSA Home | DOT Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plug-ins | Related Sites |

Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts

#### **Authority History**

US DOT:	3782266	Docket Number:	MC0135441	2	
Legal Name:	ALL MY SONS OF MYRTLE BEACH LLC				
Sub	Auth Type		Original Action Disposition		
	HOUSEHOLD GOODS COMMON O	ARRIER	GRANTED	01/28/2022	

Carrier Details Rejected Insurance Insurance History **Pending Application** Active/Pending Insurance

Revocation

April 13, 2022



FMCSA Home | DOT Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Ptug-ins | Related Sites |

Federal Motor Carrier Safety Administration ington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts

## **EXHIBIT #5**

#### **AMS TARIFF NO. 1**

All My Sons of Myrtle Beach, LLC

## JOINT AND LOCAL RATES APPLYING ON

**HOUSEHOLD GOODS** 

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA HOUSEHOLD GOODS TARIFF

**EFFECTIVE DATE:** 

ISSUED BY: All My Sons of Myrtle Beach, LLC

# All My Sons of Myrtle Beach, LLC AMS TARIFF NO. 1

#### **Table of Contents**

I.	Packing/Moving/Labor Rates
	A. October 1 through March 15 (Off-Peak) 1. Monday through Thursday
	B. March 16 through September 30 (Peak) 1. Monday through Thursday
	Notes
II.	Fuel Surcharge2
III.	Packing Containers (Material Prices)3
IV.	Bulky Items3
V.	Billing/Other3
VI.	Rules and Regulations
	A. Claims3
	B. Computing Charges4
	C. Governing Authorities4
	D. Items of Particular Value4
	E. Bill of Lading, Contract Terms and Conditions4-5
	NOTICE – Limitation of Liability on Pressboard, Particle Board and/or Engineered Wood Furniture
	<ul> <li>Option 1</li></ul>
	Selection of Option 1, 2, or 3 and Date5
	Customer Checklist6
	Contract Terms and Conditions of Uniform Household
	Goods Bill of Lading8

#### All My Sons of Myrtle Beach, LLC

## I. <u>Packing/Moving/Labor Rates</u>:(Hourly rate will begin at arrival at origin until loading complete, then resume at arrival at destination until crew completed.)

#### A. October 1 through March 15 (Off Peak)

#### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

#### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### B. March 16 through September 30 (Peak)

#### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

#### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### **Notes:**

- 1. \$50 charge per additional man.
- 2. \$50 charge per additional van.
- 3. 2-hour labor minimum on all weekday moves.
- 4. 3-hour labor minimum on off peak and peak weekends and holidays.
- 5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
- 6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by dividing the actual mileage traveled (miles from warehouse to origin to destination and back to warehouse) by 50 and multiplying by applicable hourly rate. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
- 7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
- 8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
- 9 For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
- 10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
- 11. Overnight truck storage fee is \$250, per truck, per day.

#### II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

#### III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$25.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50	Paper Pads	\$4.50
Carpet Shield (per roll)	\$100.00	•	

#### IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

#### V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

#### VI. Rules and Regulations

#### A. Claims

- 1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
- 2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
- 3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

#### **B.** Computing Charges

- 1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
- 2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

#### **C.** Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

#### D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

#### E. Bill of Lading, Contract Terms and Conditions

- 1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
- 2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



#### **NOTICE**

#### LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- Option 1- I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- Option 2- I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- Option 3- I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

#### SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee:	Date:
simpper, evider, or consignee.	Date.



#### **Customer Checklist**

### \*\*\* Customer Please Read Carefully, This for your Protection!\*\*\*

Cu	stomer Signature:Date:
	hereon to be not exceeding 60 cents per pound per article. Initial:
	declared value of the property is hereby specifically stated by the customer and confirmed by their initials
9.	<u>Valuation:</u> The customer is required to declare in writing the releases value of the property. The agreed or
	billing. We accept Cash and Major Credit and Debit Cards: Initial:
8.	Payment: All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post
	all responsibility for any piece, and any damage which may occur. Initial:
	area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts
7.	Walls, Banisters, floors, ceiling, etc: While attempting to move any furniture or other items into or out of any
	Initial:
	primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.
6.	Firearms/Chemicals: We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder
	this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. <b>Initial:</b>
	crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide
5.	Electronics: All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes of
_	Procedures. Initial:
	<u>items.</u> Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and
4.	Appliances: All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical
	Initial:
	<u>family heirlooms on the moving truck.</u> Please carry these items with you to protect their value.
3.	<u>Valuables:</u> <u>Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable</u>
	<u>claim</u> as we did not pack theses items & are unaware of their existing condition. <b>Initial:</b>
2.	Packed By Owner or "PBO": Damages incurred to "PBO" items can not be compensated in the event of a
	with your driver to make sure everything is out prior to truck leaving job. Initial:
	It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room

#### THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

#### UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

	PPER					CONSIGNEE			
	MPANY					ADDRESS			
						CITY & STATE			
	/ & STATE					NOTIFY IN CASE OF DELAY		CHARGES	<u> </u>
TEL	EPHONE					NAME			
						ADDRESS			
						TELEPHONE			
ΔGI	REED LOAD DATES:					BILL TO —			
70	NEED LOAD DATES.								
۸.	REED UNLOAD DATES:					CITY & STATE			
AG	KEED UNLOAD DATES:					ATTN		NO	
	Time Move Started					Description	Quantity	Rate	Charges
Н						Description	Quantity	Nate	Charges
0	Time Move Finished	<u> </u>							
	Travel Charge								
U		Men	Hours	Rates	Charges	P			
R	Regular Hours								
n	Overtime Hours					A			
L									
				<u> </u>		C			
Y		Total Hou	rly Chargo	c		V			
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NI	OTE: SHIPPER MUST INI	DICATE CL	IOICE NAA	DE ON	VALUATION				
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	ents per pound per article	e. This low	er level of	protecti	on is provided	ORIGINAL	REWEIGH		TOTAL PACKING CHARGES
at n	cents per pound per article o additional cost beyond	e. This low the base ra	ver level of ate. Howe	protectiver, it pr	on is provided ovides only		REWEIGH		TOTAL PACKING CHARGES
at n	ents per pound per article	e. This low the base ra	ver level of ate. Howe	protectiver, it pr	on is provided ovides only	LBS. GROSS	REWEIGH	_	
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## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

/or

#### **NOTICE**

#### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without

notwithstanding the language contained in this Notice, in no exceed \$.60 per pound per article or \$50.00 per article, which	case shall the liability of the carrier
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[ ] Option 2 I/we have engaged the services of and all pressboard, particleboard, and /or engineered wood furnitur responsibility for damage, which may occur to the pressboard, during the disassembly of the unit(s).	-
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NAME OF SHIPPER, OWNER OR CONSIGNEE	DATE
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE	

## **EXHIBIT #6**

#### THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

#### **UNIFORM HOUSEHOLD GOODS BILL OF LADING**

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

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## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

**SUBJECT**, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

/or

#### **NOTICE**

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Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier

## **EXHIBIT #7**

#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**DOCKET NO.: 2022-57-T** 

Docket No.: 2022-57-T, Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

REQUEST TO UTILIZE ELECTRONIC BILL OF LADING

All My Sons of Myrtle Beach, LLC ("Applicant") hereby requests that the Public Service Commission of South Carolina ("Commission"), pursuant to 10 S.C. Code Regs. §§ 103-158. Issuance of Bill of Lading; 103-159. Contents of Bill of Lading; and 103-823. Applications, and other applicable rules and regulations of the Commission permit Applicant to utilize an Electronic Bill of Lading. In support of this request, Applicant states as follows:

#### A. Bill of Lading

On May 3, 2022, Applicant filed in this proceeding the Bill of Lading that is attached as hereto as Exhibit No. 1.

#### B. Electronic Bill of Lading

- 1. Applicant's proposed electronic Bill of Lading contains the same information as the proposed Bill of Lading designated as Exhibit No. 1.
- 2. The process to be used by Applicant is identical to the one described in the factual Letter/Memorandum dated July 7, 2020, signed by Jeff Wolf, Field Vice President, regarding All My Sons Moving & Storage of Charleston, LLC (approved Docket No. 2020-

211-T, Order No. 2010-610, September 16, 2020), which is attached hereto and made a part hereof as Exhibit No. 2. Applicant will retain a database of the electronic bills of lading at its office and maintain them for a minimum of three years as required by Regulation No. 103-158. This database and its printed contents will be available for review and inspection by the South Carolina Office of Regulatory Staff.

3. Each shipment by a household goods motor carrier must be accompanied by the bill of lading or some other procedure authorized by the Commission pursuant to Regulation No. 103-162. Applicant seeks approval to use an electronic bill of lading process described above as an "other procedure."

#### C. Conclusion

WHEREFORE, for the foregoing reasons, and for good cause shown, Applicant respectfully requests approval from the Commission to utilize an electronic bill of lading for its household goods moves in South Carolina.

Dated this 12<sup>th</sup> day of May, 2022.

By /s David Popowski

David Popowski, SC Bar #4511 Popowski Law Firm, LLC 171 Church Street, Suite 110 P.O. Box 1064 Charleston, SC 29402 Phone: (843) 722-8301

Phone: (843) 722-8301
Facsimile: (843) 722-8309
david@popowskilaw.com
Attorney for Applicant All
My Sons of Myrtle Beach, LLC

May 12, 2022 Charleston, SC

### **EXHIBIT 1**

#### THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

#### UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

**PSC/ORS No.** 

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

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- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
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FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

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[ ] Option 1 I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.
[ ] Option 2 I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).
[ ] Option 3 I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.
SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.
NAME OF SHIPPER, OWNER OR CONSIGNEE DATE
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

### **EXHIBIT 2**



July 7, 2020

Jocelyn G. Boyd Chief Clerk and Administrator Public Service Commission of South Carolina 101 Executive Center Dr., Suite 100 Columbia, SC 29210-8412

RE: Petition for Approval of Use of an Electronic Bill of Lading – All My Sons Moving

& Storage of Charleston, LLC - PSC/ORS Certificate No. 9792-B

Dear Ms. Boyd:

Allow this letter to respectfully represent our factual memorandum to the South Carolina Public Service Commission in support of the Petitioner All My Sons Moving & Storage of Charleston, LLC ("AMS") to utilize an enhanced consumer protective electronic Bill of Lading process (a digital process). Attached as Exhibit A is a sample of the document. AMS has successfully implemented electronic Bill of Lading (BOL) and estimates in nearly all of the 30 states we currently operate in. We have seen an increase in not only the clarity of charges for the consumer, but enhanced tariff compliance, visibility, and record-keeping. We are following an already structured electronic document and signature process lead by the top tier customer-driven delivery and regulatory entities such as FedEx, United Parcel Service (UPS), United States Postal Service (USPS), and the Federal Motor Carrier Safety Administration (FMCSA) to name a few. By the end of 2020, our goal is to be 100% transitioned to this consumer-driven protective process. This technology has been designed to meet the existing regulatory requirements assuring compliance with rates and filed tariff requirements programmed into each required field. The digital product duplicates all core functions of the existing paper document with an extra layer of compliance and consumer protection that does not exist with the paper process. We are excited to share this process below with the Commission and look forward to the benefits it brings to all parties involved.

#### A. Digital BOL Process Overview

Each electronic BOL will require the consumer's initials and/or signature at each critical acceptance such as price per hour, travel time, number of men, and valuation to name a few, before moving to the next section. This occurs on a Driver's mobile tablet where all tariff-driven terms are clear and concise premove. This assures the customer's understanding of agreed terms prior to moving forward through the BOL terms and conditions. The same process is followed for all pre-move required documents included in our electronic BOL process: Estimate type, BOL, Contract Terms and Conditions, required selected valuation liability, and the customer's declaration of any additional value if selected. The local branch management contacts are included as well as AMS Customer Care phone numbers. Contacts are readily available prior to

the process to address any questions that might arise prior, during, or after the move process. The move will not occur (Driver cannot receive a start time) without all initials and signatures from the consumer, assuring a clear understanding of agreed terms prior to the move. This removes communication irregularities on either side that could have occurred during the sales or pre-move process. This process also assures that the Bill of Lading copies that each party receives are exact duplicates. This improved process allows full transparency, order, and clarity not plausible with handwritten carbon correspondence. Furthermore, this gives AMS and Customer a "real time" copy of what has been agreed to in a printable PDF mirroring the existing required paper documents. This also enables increased ease of reference and storage for all parties. Copies are sent via email immediately to the customer and AMS pre- and post-move, stamping times sent through electronic email which is automated. Both PDF's include all required itemizations of all terms and charges that exist on the current paper process. A post-move email is also sent containing delivery receipt acknowledgement and itemization of all final services and charges agreed upon. Customers, Regulatory Authorities, and AMS will have full access to printable PDF's matching form and manner of the existing Uniform Household Goods Bill of Lading. This will include all required ancillary documentation attached with all original required initials and signatures. Any party can store or print exactly what was signed the day of the move. AMS also retains this EXACT information on a secured site removing the lost paperwork scenario for either side or regulatory authority when a question or claim arises, saving resources and time for all parties.

In situations where a customer does not have an email, AMS will have the ability to use a paper Bill of Lading as standard operating procedure. We appreciate your time and look forward to implementing this new consumer-based procedure.

For your easy reference, the following is a recapitulation:

## **Electronic BOL Benefits Summary:**

- Assurance of consumer's understanding prior to move of all information and terms.
- Verification and acceptance step by step through initials or signatures not possible with paper forms.
- This electronic document replicates the existing approved paper requirements and "core functions" as a receipt, evidence of or containing the contract of carriage, terms, and as a document of title.
- Customer signs all Bills of Lading and all documents and addendums required before and after move.
- No credit card imprints; card swiped onsite for charges, customer must sign in person and acknowledge.
- Exact duplicates of moving documents signed though automated email "real time" to customer and AMS servers.
- All parties can print Bill of Lading and supporting documents in order "On Demand" for easy access for any party.
- Process assures Driver and Consumer compliance to protect all parties "pre-move".
- Eliminates lost or non-duplicative documents and each BOL is a true record of move day for each party.
- Validates agreement of driver start and stop times and copies customer in "Real Time".
- Customer can clearly review all terms and charges prior to move and prior to delivery receipt.
- Consumer has ability to request paper BOL.

Thank you for your consideration.

Sincerely yours,

Jeff Wolf

Field Vice President All My Sons Moving & Storage of

Charleston, LLC

## **EXHIBIT #8**



